

VERSA MARKET LLC — TERMS OF USE

Last Updated: October 7, 2025

Entity: Versa Market LLC ("Versa," "we," "us," or "our")

Please read carefully. These Terms include a binding arbitration agreement and class action waiver (Section 12.3–12.4).

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1. Introduction and Acceptance

Welcome to Versa Market LLC ("Versa"). Versa operates a campus-only, student-to-student marketplace (the "Platform") accessible via our mobile application and our website at <https://versa-shop.com/> (the "App" and "Site," collectively, the "Services"). By accessing or using the Services, you ("User," "you," or "your") agree to be bound by these Terms of Use (the

"Terms"), our Privacy Notice, and all applicable laws and regulations. If you do not agree, do not use the Services.

2. Overview of Services

2.1 Versa's Mission and Sustainability Commitment

Versa makes secondhand shopping safer and more accessible for students by keeping transactions on campus and encouraging reuse to reduce waste. We aim to strengthen existing student communities with a trusted, local marketplace and promote responsible consumption.

2.2 Description of Services

Versa provides tools for verified students to: (a) list, discover, buy, and sell goods (e.g., textbooks, electronics, clothing, furniture, and event tickets); (b) interact through likes, comments, shares, and follows; (c) complete on-campus in-person exchanges using an escrow-style confirmation: when a buyer checks out in-app, payment details are securely held, and funds are not released until the buyer enters a six-digit verification code on the seller's device at meetup to confirm the item is as expected. Off-app/cash transactions for on-platform deals are prohibited.

2.3 University Verification

To maintain a student-only community, Versa requires verification of your university affiliation (e.g., school-issued email, SMS, manual review, or third-party verification). Ongoing eligibility checks may occur.

2.4 Sustainability Initiatives

We encourage reuse, provide guidance on responsible exchanges, and work to minimize our footprint via efficient infrastructure and sustainable practices.

2.5 Service Availability and Changes

The Services evolve over time. We may add, modify, or discontinue features or the Services, with notice where required (see Section 11). Some features may be offered as a limited beta.

2.6 Accessibility Commitment

Versa is committed to improving accessibility, aiming for conformance with WCAG 2.1 AA and U.S. ADA principles where feasible. Please contact us with accessibility feedback (Section 14).

2.7 Environmental Responsibility

We promote on-campus meetups and responsible packaging for optional shipping, encouraging reuse and waste reduction.

3. Definitions

Platform/Services: Versa's Site, App, and related offerings.

User: Any person accessing or using the Services, including buyers and sellers.

Transaction: Any exchange of goods or payments between Users on the Services.

Escrow/Verification Code: A six-digit code the buyer enters on the seller's device at the meetup to release funds.

Personal Information: Information that identifies or can reasonably identify a person.

User-Generated Content (UGC): Listings, photos, reviews, comments, and other content submitted by Users.

Third-Party Services: External services integrated into the Platform (e.g., Stripe).

Material Change: A change significantly affecting User rights or obligations.

Community Standards: Rules and expectations that maintain a safe, respectful environment.

4. User Responsibilities and Conduct

4.1 Age Requirements

You must be at least 18 years old to use the Services. The Platform is not intended for individuals under 18.

4.2 Account Security

You are responsible for safeguarding your credentials and for all activity on your account. Notify us promptly of unauthorized access. We may disable or suspend accounts suspected of compromise pending investigation.

4.3 Accurate Information

Provide and maintain accurate, current, and complete information in your profile and listings. Misrepresentation may result in removal, suspension, or termination.

4.4 Respectful Communication

Harassment, discrimination, hate speech, threats, or abusive conduct are prohibited and may result in removal or termination.

4.5 Content Standards

UGC must comply with these Terms and applicable law; do not post unlawful, defamatory, obscene, infringing, or otherwise objectionable content.

4.6 Transaction Commitments

Honor accepted offers; communicate clearly; avoid unwarranted cancellations; and follow the escrow/code flow. Circumventing the Platform (e.g., off-app payment) is a material breach.

4.7 Privacy and Confidentiality

Respect others' privacy. Do not disclose another User's personal information without consent. Use information obtained via the Services only for the intended transaction.

4.8 Reporting Violations

Use in-app tools or contact support to report prohibited items, suspicious activity, or policy violations. Provide accurate information when reporting.

4.9 Prohibited Activities

Illegal activity; fraud or impersonation; scraping, reverse engineering, or interfering with the Platform; evading fees or safety features; and harassment or doxxing are prohibited.

4.10 Prohibited Items and Activities

Examples include: illegal drugs or paraphernalia; weapons, ammunition, explosives; alcohol, tobacco, vaping devices; stolen goods; counterfeit or infringing items; hazardous materials;

recalled products; animals; government IDs or financial instruments; hacking tools or surveillance devices; and items banned by campus policy or law. Ticket resale must comply with law and event terms.

4.11 Electronic Communications

You consent to receive electronic communications (e.g., emails, in-app notices, SMS where applicable). Electronic communications satisfy legal writing requirements.

5. User-Generated Content and Intellectual Property

5.1 Ownership of Content

You retain ownership of your UGC. You grant Versa a worldwide, non-exclusive, royalty-free, transferable, sublicensable license to host, store, reproduce, modify, adapt, publish, translate, create derivative works from, publicly perform, and display UGC in connection with operating and promoting the Services.

5.2 Compliance with Laws

You are responsible for ensuring your UGC and listings comply with applicable laws (e.g., intellectual property, consumer protection, ticket resale). Do not upload or sell infringing items.

5.3 Monitoring and Enforcement

We may (but are not obligated to) monitor, screen, or remove UGC at any time to enforce these Terms. Repeated or serious violations may result in suspension or termination.

5.4 Versa's Intellectual Property

All non-UGC content and technology in the Services (including trademarks, logos, software, designs, and text) are owned by Versa or its licensors and protected by law. No rights are granted except as expressly set forth in these Terms.

6. Transactions and Liability

6.1 Transaction Responsibility

Transactions are between Users. Versa facilitates payments and messaging but does not take title to items, does not inspect items, and does not guarantee User identity or item quality. Use good judgment and meet in safe, public, on-campus locations.

6.2 Refunds and Returns

Because buyers inspect items before release at meetup, sales are generally final after code confirmation. Sellers may disclose a voluntary return or exchange policy in their listing and must honor it if offered.

6.3 Exchanges

Exchanges are permitted if mutually agreed by Users. Arrange logistics safely; Versa is not responsible for outcomes of exchanges.

6.4 Lost, Broken, or Stolen Items

Versa is not responsible for items lost, damaged, or stolen during or after meetups.

6.5 Transaction Disputes

Users should first resolve disputes directly. Before code entry, a buyer who believes an item is materially not as described should decline and request cancellation. After code confirmation, disputes are limited. Versa may, at its discretion, offer limited assistance but does not guarantee resolution.

6.6 Limitation of Liability

See Sections 10.1 and 10.4. Without limiting those Sections, Versa is not liable for indirect, incidental, consequential, special, exemplary, or punitive damages arising from Transactions or the Services.

6.7 Tax Responsibilities

You are responsible for determining, collecting, reporting, and remitting any applicable taxes related to your sales, unless Versa is required by law to do so.

7. Compliance with Laws and Regulations

7.1 Applicable Laws

You must comply with applicable U.S. federal, state, and local laws and campus policies when using the Services (e.g., CAN-SPAM for commercial emails/SMS, consumer protection, ticket-resale laws, and accessibility laws such as ADA).

7.2 Data Subject Rights

Depending on your jurisdiction (e.g., CCPA/CPRA in California, other state privacy laws, or GDPR if applicable), you may have rights regarding your personal information (access, correction, deletion, portability, and opt-outs). See our Privacy Notice and contact us as described in Section 14.

7.3 Children's Privacy

The Services are for adults (18+) only. We do not knowingly collect personal information from individuals under 18. If we learn we have done so, we will delete such information and may disable the account.

8. Payments and Third-Party Services

8.1 Payment Processing

Payments are processed by third-party providers (e.g., Stripe). By using our payment services, you agree to comply with the processor's terms and policies. Funds are held in-app after buyer checkout and are released to the seller only after the buyer enters the six-digit code at meetup.

8.2 In-App Purchases

If offered, in-app purchases are subject to the terms of the app store from which you downloaded the App (e.g., Apple App Store, Google Play), in addition to these Terms.

8.3 Fees and Charges

Seller Platform Fee: For each completed sale, Versa charges the seller a platform fee of 5% + \$0.20 per transaction.

Stripe Fees Clarification: Stripe's standard domestic card processing fee ($\approx 2.9\% + \$0.30$) is charged to Versa, not directly to Users. Versa covers these fees from its platform revenue.

Non-Standard Stripe Fees: International surcharges, disputes, or alternative payment method fees may be passed through to sellers.

Promotions: Versa may run temporary fee-free or discounted promotions.

No Off-App Payments: Transactions initiated on the Platform must be completed in-app. Off-app or cash payments to avoid fees are prohibited and may result in penalties or termination.

8.4 Third-Party Services Integration

We may integrate third-party services (e.g., payments, analytics, messaging). Their terms and privacy policies govern your use of those services. Versa is not responsible for third-party acts or omissions.

9. Data Protection and Privacy

9.1 Personal Information

We collect and use personal information as described in our Privacy Notice to operate the Services, verify university status, prevent fraud, provide recommendations, and communicate with you.

9.2 Data Security

We implement reasonable administrative, technical, and physical safeguards. No system is perfectly secure; you use the Services at your own risk.

9.3 Cookies and Tracking Technologies

We use cookies and similar technologies for functionality, analytics, and personalization. Manage preferences in your device/browser where available.

9.4 Data Retention

We retain information as long as needed for the purposes described in our Privacy Notice and to comply with law, enforce agreements, and resolve disputes.

10. Limitation of Liability and Indemnification

10.1 Limitation of Liability

The Services are provided “as is” and “as available.” Versa disclaims all warranties and is not liable for indirect, incidental, consequential, special, or punitive damages, or for lost profits, data, goodwill, or business opportunities.

10.2 User Responsibility

You are solely responsible for your use of the Services, your interactions with other Users, and compliance with applicable laws.

10.3 Indemnification

You agree to indemnify and hold harmless Versa, its affiliates, officers, directors, employees, and agents from any claims or liabilities arising from your UGC, transactions, or violation of law or these Terms.

10.4 Exceptions

Some jurisdictions do not allow certain limitations of liability; the above applies to the maximum extent permitted by law.

10.5 Third-Party Interactions

Versa is not responsible for the actions, content, or services of third parties. You release Versa from any claims arising from such interactions.

11. Modifications to Terms and User Feedback

11.1 Amendments to Terms

We may modify these Terms at any time. Material changes will be communicated via in-app notice or email with advance notice where required.

11.2 Explicit Consent for Material Changes

If required by law or if changes materially affect your rights, we will seek your explicit consent.

11.3 Periodic Review

We periodically review these Terms to ensure compliance with law and service evolution. Users should review updates regularly.

11.4 User Feedback

We welcome feedback. You may contact us as described in Section 14.

12. Dispute Resolution and Governing Law

12.1 Governing Law

These Terms are governed by the laws of the State of Delaware, USA, without regard to conflict-of-law principles.

12.2 Initial Mediation

Before arbitration or litigation, you agree to contact Versa to attempt informal resolution for at least 30 days.

12.3 Binding Arbitration

Unresolved disputes shall be settled by binding, individual arbitration administered by a reputable provider under its rules. Venue shall be Delaware unless the arbitrator allows remote proceedings.

12.4 Class Action Waiver

You and Versa agree that all claims must be brought individually, not as part of a class or representative action.

12.5 Exceptions

Either party may bring a small claims action or seek injunctive relief for IP or unauthorized use issues.

13. General Terms

13.1 Assignment

You may not assign these Terms without Versa's written consent. Versa may assign freely.

13.2 No Waiver

A failure to enforce any provision is not a waiver of rights.

13.3 No Agency

These Terms do not create a partnership, joint venture, or agency relationship.

13.4 Severability

If any provision is unenforceable, it will be modified to the minimum extent necessary; the rest remains in force.

13.5 Entire Agreement

These Terms and the Privacy Notice form the entire agreement between you and Versa.

13.6 Force Majeure

Versa is not liable for delays or failures caused by events beyond its reasonable control.

13.7 Termination and Suspension

We may suspend or terminate access for violations, fraud, non-payment, or security risks. Provisions intended to survive termination will continue.

13.8 Notice

We may notify you via email, in-app messages, or website posting.

13.9 Survival

Ownership, payments, disclaimers, indemnities, and arbitration provisions survive termination.

13.10 Language

These Terms are written in English. Translations are provided for convenience only.

13.11 Governing Language

In case of conflict, the English version prevails.

14. Contact Information

Versa Market LLC

Support: **helpversashop@gmail.com**

For questions, accessibility requests, privacy inquiries, or dispute initiation, please contact us [here](#).

15. Confirmation of Agreement

By accessing or using the Services, you confirm that you have read, understood, and agree to be bound by these Terms and our Privacy Notice. Continued use after updates constitutes acceptance of the revised Terms.